

Republic of the Philippines  
NATIONAL IRRIGATION ADMINISTRATION  
PAMPANGA BATAAN IRRIGATION MANAGEMENT OFFICE  
Solib, Floridablanca, Pampanga

Improvement of Canal System of Magsaysay Cis (Tabon Ng Bayan)  
Pilar, Bataan

NIA-PAMBAT-2024-MAGSAYSAY CIS-24  
(Contract No.)

KNOW ALL MEN BY THESE PRESENTS:

This Contract is executed and entered into this 05 JUN 2024 day of \_\_\_\_\_, 2024 at Floridablanca, Pampanga, Philippines, by and between:

The **NATIONAL IRRIGATION ADMINISTRATION**, hereinafter referred to as the NIA, a government instrumentality created under Republic Act No. 3601, as amended by Presidential Decree No. 552 with principal office at NIA Building, Epifanio Delos Santos Avenue, Diliman, Quezon City, represented herein by PAMBAT IMO Acting Division Manager, **RUBEN R. LLAMAS**, who is duly authorized to represent it in this Contract:

- and -

**FPF CONSTRUCTION**, herein referred to as the Contractor, a private entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at 651 Mangga Cacutud, Arayat, Pampanga represented by its Owner/General Manager, **FAUSTINE JAY D. TIMBOL** who is duly authorized to represent the said firm in this Contract;

WITNESSETH, THAT

WHEREAS, the NIA, in its Invitation to Bid No. NIA-PAMBAT-2024-MAGSAYSAY CIS-24 called for tenders for Improvement of Canal System of Magsaysay Cis (Tabon Ng Bayan) located in Pilar, Bataan in accordance with the Bid Documents;

WHEREAS, on April 23, 2024, the Contractor submitted the lowest responsive bid for the abovementioned works in the total amount of **NINE MILLION FOUR HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED NINETY-FOUR PESOS AND TWENTY-SEVEN CENTAVOS (P 9,427,294.27)**.

WHEREAS, NIA finds this bid of the CONTRACTOR to be the lowest calculated and responsive bid, the same being P 9,427,294.27 or P 82,339.62 lower than the Approved Budget for the Contract (ABC) of P 9,509,633.89;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have mutually agreed and do hereby agree as follows:

**C-1 CONTRACT DOCUMENTS**

The following pertinent documents attached to this Contract or on file with the NIA are hereby incorporated and expressly made integral parts of this Contract as though fully written out and set forth herein;

MICCA F. LAXMANA  
Acting Finance Head

Witnesses:  
ANGELITO D. DAVID  
Senior Engineer A /  
Chief, Engineering Section

by:

FPF CONSTRUCTION  
FAUSTINE JAY D. TIMBOL  
Owner/General Manager

by:

National Irrigation Administration  
by: RUBEN R. LLAMAS  
Acting Division Manager



## Advertisement or Evidence of Publication

1. Invitation to Bid No. ~~NIA~~-PAMBAT-2024-MAGSAYSAY CIS-24
2. Instruction to Bidders
3. General Conditions
4. Special Conditions
5. Local Conditions
6. Technical Specifications
7. Notice of Post Qualifications
8. Resolution No. 24, s. 2024 of the Bids and Award Committee
9. Notice of Award of Contract and Contractor's "Conforme"
10. Contractor's Performance Security
11. Bid Forms including the following:
  - a) Bid Prices in the Bill of Quantities
  - b) Detailed Breakdown of Estimates
  - c) Cash flow and payment schedule
  - d) Registration Certificate from SEC
  - e) Mayor's Permit at the business address of bidder
  - f) List of ongoing or completed projects
  - g) PCAB License; Audited financial statement received by BIR
  - h) NFCC or cash deposit certificate equal to 10% of ABC
  - i) Bid security (not less than or equal to 5% of ABC)
  - j) Organizational chart for the contract, list of personnel
  - k) List of contractor's equipment units owned
  - l) Sworn statement: that it is not blacklisted; that all documents submitted are an authentic copy of the original; that it is authorizing the BAC or its duly authorized representative/s to verify any or all of the documents submitted; that the signatory is the duly authorized representative of the bidder; that it complies with the provision of disclosure of provision in Section 47 of the Act in relation to other provision of RA 3019; that it complies the bidder's responsibilities in IB-3-1 (A) to (D) of these Bid Documents; and that its compliance with existing labor laws and standard.

All codes, designations, standards, standard specifications, and similar materials that are referred to in the Conditions and Technical Specifications are being made part of this Contract.

All of the above documents are referred to herein as the Contract Documents and shall remain as the property of NIA.

It is expressly agreed and understood that in case of any irreconcilable conflict between this contract and the provision of any of the Contract Documents, the former shall be controlling.

### C - 2 ACCEPTANCE OF BID

The NIA has accepted the offer of the CONTRACTOR for the Improvement of Canal System of Magsaysay Cis (Tabon Ng Bayan) located in Pilar, Bataan in conformity and in accordance with and subject to all of the terms and conditions of the Contract Documents and as provided in the Contract;

It is expressly agreed by both parties that no upward change in the Contract price as of the date of the signing of this Agreement shall be made as a result of among others, any fluctuation in the cost of materials and labor or for any reason whatsoever.

### C - 3 AGREEMENT

The Contractor agrees to furnish all equipment, supplies, materials, labor, superintendence, and other incidentals and to perform and complete all of the Contract Work under this Contract and the NIA agrees to pay for such, as described in the Contract Documents.

**MICCA F. J. XAMANA**  
Acting Finance Head

**ANGELITO D. DAVID**  
Senior Engineer A /  
Chief, Engineering Section

**FAUSTINE JAY D. TIMBOL**  
Owner/General Manager

**RUBEN R. LLAMAS**  
Acting Division Manager



National Irrigation Administration

by:

**RUBEN R. LLAMAS**

Acting Division Manager

FPF CONSTRUCTION

by:

**FAUSTINE JAY D. TIMBOL**

Owner/General Manager

Witnesses:

by:

**ANGELITO D. DAVID**

Senior Engineer A /

Chief, Engineering Section

**MICCA F. MAXAMANA**  
Acting Finance Head

#### C - 4 OBLIGATIONS OF CONTRACTOR

The Contractor agrees to perform well and faithfully all of the contract works indicated in the contract documents and as described in Clause C-1 herein before, and to furnish all of the equipment, materials, supplies, labor and superintendence and other facilities requisites for or incidental to the successful completion of the works and the carrying out of all the duties and obligations imposed by the Contract Documents.

The Contractor agrees to satisfactorily complete all of the contract works under the Contract within Two Hundred Forty (240) calendar days from receipt of the Notice to Proceed.

The Contractor also agrees to hire laborers at least fifty percent (50%) of the required manpower in the contract works from the members of the Irrigator's Association wherein the project will be undertaken.

#### C - 5 OBLIGATIONS OF THE NIA

The NIA agrees, subject to the terms and conditions in the Contract Documents, to pay to the Contractor the total **NINE MILLION FOUR HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED NINETY-FOUR PESOS AND TWENTY-SEVEN CENTAVOS (P 9,427,294.27)** at the rates and times and in the manner set forth in the Contract Documents.

#### C - 6 MUTUAL OBLIGATIONS

The NIA and the Contractor mutually agree to perform, fulfill, abide by, and submit to any and all of the provisions and requirements and all matters and things contained or expressed in, or reasonably to be inferred from the contract documents.

#### C - 7 LIQUIDATED DAMAGES

The parties hereby expressly agree that Liquidated Damages, under this Contract, shall be settled in accordance and subject to such terms and conditions as set forth under Contract Implementation Guidelines for Procurement of Infrastructure Projects of the 2016 Revised IRR Annex E-Article 9.

#### C - 8 PERFORMANCE BOND

In compliance with the conditions in the contract documents, the contractor **TWO MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-EIGHT PESOS AND TWENTY-EIGHT CENTAVOS (P 2,828,188.28)** which is valid and in effect for the entire duration of the contract, including any extension.

The Performance Security shall be released by the NIA after completion of the works and issuance of the Certificate of Completion, provided liquidated damages and other claims, if any, had been settled and the submission of an acceptable guarantee bond to be issued by the GSIS or any reputable bonding institution acceptable to NIA equivalent to 30%; or cash deposit, cash bond or letter of credit equivalent to 5%; or Bank Guarantee of 10% of the final contract amount to assure NIA that the Contractor shall made good any defects that may be found in the project within a period of one (1) year from the acceptance thereof, it being understood that nothing in these condition extinguishes that liability of the Contractor for damages, except those occasioned by *force majeure*, within 15 years from the completion of the project, if the same should collapse on account of defects in the construction and the use of materials of inferior quality furnished by it or due to any violation of the terms of the contract, as provided for in the Civil Code.



  
**MICCA F. JAXAMANA**  
Acting Finance Head

For this purpose, the document transmitting and/or evidencing the performance bond in the form of cash, manager's check, cashier's check, bank guarantee, letter of credit, or a combination thereof, shall contain the following;

"The right to institute action on the penal bond pursuant to Act No. 3688 of any individual firm, partnership, corporation, and association supplying the prosecution of the work is hereby acknowledged and confirmed."

#### **C-9 NOTICES**

All notices called for the terms of this Contract shall become effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses:

N I A: **Acting Division Manager**  
National Irrigation Administration  
Pampanga Bataan IMO  
Floridablanca, Pampanga

CONTRACTOR: **The Owner/General Manager**  
**FPF CONSTRUCTION**  
**651 Mangga Cacutud, Arayat, Pampanga**

Any change in address by either party shall be made known to the other who will acknowledge the change for purposes of this paragraph.

All notices called for by the terms of this Contract shall be in the English language and shall be sent by messenger, registered mail, or telegram. However, telegrams shall be confirmed by a letter on the same day.

#### **C - 10 INTEGRATION**

The NIA and the CONTRACTOR agree that this Contract including the contract documents, expresses and integrates all of the agreements, understandings, promises, and covenants of the parties and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral, and that no modification or alteration of this Contract shall be valid or binding to either party unless expresses in writing and executed with the same formality as this Contract except as may otherwise be specifically provided in this Contract.

#### **C - 11 JURISDICTION**

The parties hereby mutually agree that the venue of the action for any cause or causes of action which may arise from this Contract shall be the proper court of Pampanga.

#### **C - 12 COUNTERPARTS**


The Contract is executed in seven (7) identical counterparts, six (6) copies for the NIA and one (1) for the CONTRACTOR.

#### **C - 13 WARRANTY**


The CONTRACTOR warrants that it has not given or promised to give any money or gift to any official or employee of the NIA and any violation of the warranty shall be sufficient grounds for the NIA to revoke or extra-judicially cancel this contract.

Witnesses:  
  
**ANGELITO D. DAVID**  
Senior Engineer A /  
Chief, Engineering Section

by:

FPF CONSTRUCTION  
  
**FAUSTINE JAY D. TIMBOL**  
Owner/General Manager

by:

National Irrigation Administration  
by:  
  
**RUBEN R. LLAMAS**  
Acting Division Manager


ACKNOWLEDGEMENT


REPUBLIC OF THE PHILIPPINES  
City of San Fernando, Pampanga

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at the Philippines, RUBEN R. LLAMAS, National Irrigation Administration, with PRC License No. 0088819 issued on December 29, 2000, and FAUSTINE JAY D. TIMBOL, FPF CONSTRUCTION, with PRC ID No. 0104941 who executed the foregoing contract and acknowledged to me that the same is their free and voluntary act and deed.


This Contract consists of six (6) pages including this Notarial acknowledgment, signed by the parties and their witnesses on each on every page thereof. This refers to Contract No. NIA-PAMBAT-2024-MAGSAYSAY CIS-24, Improvement of Canal System of Magsaysay Cis (Tabon Ng Bayan) located in Pilar, Bataan.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.


  
**MICCA H. LLAMANA**  
Acting Finance Head

  
**ANGELITO D. DAVID**  
Senior Engineer A /  
Chief, Engineering Section

by:


  
**FAUSTINE JAY D. TIMBOL**  
Owner/General Manager

by:

  
**RUBEN R. LLAMAS**  
Acting Division Manager

FPF CONSTRUCTION

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**ATTY. FRANCISCO G. DE GUZMAN**  
NOTARY PUBLIC  
Until DECEMBER 31, 2024  
PTR # 423115 - 02 - 03 - 2024 - PAMP.  
Issued at NO. VII 0024389  
On IBP 316807 - 02 2024 - PAMP.  
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